11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

D. NARASIMHAMOORTHY RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated the 19th August 1940.

It is notified for general information that the undermentioned quantities of timber will be sold by public auction under the following conditions at the following places by the District Forest Officer, Kadur Division at 2 P.M. on the following dates:—

Name of Place	Matti	Honne	Beete	Hunal	Nandi	Thadsal	Yetiga	Place of sale	Date of sale
	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.		
Malgode 1940 Plantation Area ..	571	132	54	51	96	12	..	Malgod ..	18-9-1940
Yelekal 1940 Plantation Area ..	42	30	..	310	50	..	54	Yelekal ..	20-9-1940
Yelekal 1941 Plantation Area ..	4	31	..	46	6	..	..	Do ..	Do

Remarks:—More or less.

Conditions.

1. Each bidder shall place a deposit of Rs. 100 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation of the Conservator and, in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit. Should any purchaser fail to comply with this rule, the initial deposit shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1941. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid. Interest at 6¼ per cent per annum will be levied on all arrears of amount permitted to be paid after the due dates.

10. The timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

B. T. THIMMARAYAPPA,
District Forest Officer.

ENGINEERING DEPARTMENT

TUMKUR DIVISION.

Notification dated 28th August 1940.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Tumkur Division, up to 2 P.M. on 23rd September 1940, for restoring Mattikere Tank, Reg. No. 99/207, Chitrahalli Hobli, Gubbi Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of May 1941.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Tumkur, between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer on payment of four annas for each form. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of Rupees one hundred and sixty-five in cash or Government Promissory Notes, as earnest money, and be superscribed "Tender for restoring Mattikere Tank, Reg. No. 99/207 of Gubbi Taluk, in default of which tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Executive Engineer's Office in due course. No enquiry regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Rates once tendered will not be enhanced on any account.